

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes only and **is not an official document**. If submitted as an offer, the State Procurement Office (SPO) will not accept it as a valid offer. It will be automatically rejected **and will not be considered for award**.

To obtain an official copy of the solicitation (evidenced by the procurement officer's signature), including any addenda to the document, interested party must contact the SPO, telephone (808) 586-0573; facsimile (808) 586-0570; or by e-mail at robert.zamarron@hawaii.gov. Please provide name of company, address, phone number, fax number, and name of contact person. Unless party provides the SPO with its Fedex (or equivalent) account number, the document will be sent by U.S. Postal Service first class mail.



STATE PROCUREMENT OFFICE

LEGAL AD DATE: January 2, 2004

INVITATION FOR BIDS
No. IFB-04-049-MH

SEALED OFFERS
FOR
Furnishing and Delivering
One (1) Aluminum Rigid Hull Inflatable Vessel
and One (1) Trailer Each
to the Islands of Maui and Hawaii
Department of Land and Natural Resources,
Division of Conservation and Resource Enforcement

WILL BE RECEIVED UP TO AND OPENED AT 2:00 P.M. (HST) ON
FEBRUARY 13, 2004

IN THE STATE PROCUREMENT OFFICE, KALANIMOKU BUILDING, 1151 PUNCHBOWL STREET, ROOM 416, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MR. MARC YAMAMOTO, TELEPHONE (808) 586-0569, FACSIMILE (808) 586-0570 OR E-MAIL AT marc.yamamoto@hawaii.gov.

Justin Fo
Acting Procurement Officer

IFB-04-049-MH

Name of Company

NOTICE TO OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

Furnishing & Delivering One (1) Aluminum Rigid Hull Inflatable Vessel and
One (1) Trailer Each to the Islands of Maui and Hawaii
Department of Land and Natural Resources
IFB-04-049-MH

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, dated September 1, 1995, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;
OR
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

*

Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid for One (1) New Aluminum Rigid Hull Inflatable Vessel and One (1) Trailer for the island of Maui is hereby submitted:

Item 1:

a. Aluminum Rigid Hull Inflatable Vessel for the Island of Maui

Make _____

Model Name or No. _____

Yr. Of Mfg. _____ \$ _____

b. Trailer

Make _____

Model _____

Yr. Of Mfg. _____ \$ _____

Total sum bid of Vessel and Trailer for Maui (Item 1a & b): \$ _____

Vessel Manufacturer's References:

Client _____

Contract Person _____

Contact tel/fax _____

OFFEROR: _____
Company Name

Vessel and trailer shall be delivered to the island of Maui no later than June 1, 2004 from official commencement date on the Notice To Proceed.

Delivery and Invoice Address

Department of Land and Natural Resources
Maui DOCARE
54 High Street, Room 101
Wailuku, Hawaii 96793

Contact

Mr. Randy K. Awo
Phone: (808) 984-8110
e-mail: randy.k.awo@hawaii.gov

Service & Repair Facility in the State of Hawaii on the island of Maui:

Name: _____

Address: _____

Telephone No.: _____

Facsimile No.: _____

Contact: _____

OFFEROR: _____
Company Name

The following bid for One (1) New Aluminum Rigid Hull Inflatable Vessel and One (1) Trailer for the island of Hawaii is hereby submitted:

Item 2:

a. Aluminum Rigid Hull Inflatable Vessel for the Island of Hawaii

Make _____

Model Name or No. _____

Yr. Of Mfg. _____ \$ _____

b. Trailer

Make _____

Model _____

Yr. Of Mfg. _____ \$ _____

Total sum bid of Vessel and Trailer for Hawaii (Item 2a & b): \$ _____

Vessel Manufacturer's References:

Client _____

Contract Person _____

Contact tel/fax _____

OFFEROR: _____
Company Name

Vessel and trailer shall be delivered to the island of Hawaii no later than June 1, 2004 from official commencement date on the Notice To Proceed.

Delivery and Invoice Address

Department of Land and Natural Resources
Hawaii DOCARE
35 Holomua Street
Hilo, Hawaii 96720

Contact

Mr. Lawrence L. Terlep, Sr.
Phone: (808) 974-6208
e-mail: lawrence.l.terlep@hawaii.gov

Service & Repair Facility in the State of Hawaii on the island of Hawaii:

Name: _____

Address: _____

Telephone No.: _____

Facsimile No.: _____

Contact: _____

OFFEROR: _____
Company Name

SPECIFICATIONS

In addition to the detailed specifications listed herein, the following requirements shall form a part of these specifications:

- a. Vessel(s) offered shall include any other standard features not listed herein but detailed in manufacturer's brochures and deemed necessary for the proper and safe operation of the boat.
- b. Manufacturer's standard warranty and warranty documents for hull and engine.
- c. Contractor shall provide owner-operator manual and one copy of the service/repair manual.
- d. Vessel shall include and comply with all applicable Federal, USCG, State and local safety ordinances.
- e. Vessel shall be completely serviced and in full operational condition upon delivery.
- f. Contractor shall coordinate with the State to schedule operator training demonstrating proper and safe operation of the vessel.

MAUI BRANCH

Bidders must obtain pre-approval from the State for its proposed manufacturer name, make, and model number for their proposed vessel and trailer. Refer to Special Provisions section titled "Pre-approval submission".

Bidders must also assure that a Maui Island based repair/maintenance facility is available for all components of the marine engines and propulsion systems.

Delivery of the vessel must be made no later than June 1, 2004.

STATE OF HAWAII DEPARTMENT OF LAND & NATURAL RESOURCES, MAUI PATROL BOAT SPECIFICATIONS

36' X 13' BEAM R.A.I.V. (RIGID ALUMINUM INFLATABLE VESSEL)

THIS REQUIREMENT IS FOR A ALUMINUM HULLED RIGID INFLATABLE PATROL BOATS, WITH A FULLY ENCLOSED CUDDY CABIN, FOR OFFSHORE USE IN & AROUND THE HAWAIIAN ISLAND CHAIN. THE VESSELS SELECTED SHALL BE A PROVEN DESIGN FROM A MANUFACTURER WITH AT LEAST TEN YEARS EXPERIENCE BUILDING ALUMINUM RIBS. REFERENCES FOR SIMILAR VESSELS ARE REQUIRED. THE USE WILL INCLUDE EXTREMELY ROUGH WATER, SO THE VESSELS MUST BE A DEEP VEE DESIGN OF VERY RUGGED CONSTRUCTION. UNDER THE HULL SECTION IN THIS BID, EACH BIDDER SHALL COMPLY WITH ALL THE CONSTRUCTION SPECIFICATIONS. DEVIATION MAY BE CAUSE FOR REJECTION.

HULL: THE HULL SHALL BE 24 DEGREE DEADRISE @ THE TRANSOM (MEASURED PER SIDE) & 55 DEGREE VEE AT THE BOW. THE CHINE BEAM (BOTTOM WIDTH) SHALL BE 10', TUBE NOT INFLATED.

BOTTOM PLATE: .250" 5086

TRANSOM: .250" 5086

BULWARKS: .160" 5086

CABIN: .125" 5086

SELF-BAILING DECK: .190" 5086

ENGINE HATCHES: .160" 5086

STEM BAR: THERE SHALL BE A FULL LENGTH 4" X .500" STEM BAR MOUNTED VERTICALLY AT THE KEEL LINE AT THE JOINT OF THE TWO BOTTOM PLATES. THE CURVED SECTION OF THE STEM BAR IN THE BOW SHALL BE CUT IN ONE PIECE FROM PLATE, RATHER THAN SPLICED & WELDED. THE STEM BAR SHALL BE WELDED CONTINUOUSLY ON THE INSIDE PORT & STARBOARD & ON THE OUTSIDE AT THE JOINT OF THE TWO BOTTOM PLATES.

TRANSVERSE FRAMING:

THERE SHALL BE A .190" CROSS FRAME EVERY 24" ON CENTERS FORWARD OF MIDSHIPS & EVERY 30" AFT OF MIDSHIPS. TWO OF THESE FRAMES SHALL BE WATERTIGHT BULKHEADS. ONE AT THE AFT END OF THE FORWARD ANCHOR LOCKER & THE OTHER AT THE AFT END OF THE CABIN. THESE FRAMES SHALL BE FABRICATED FROM PLATE & SHALL BE SHAPED TO FIT THE BOTTOM OF THE HULL. THE TOP OF EACH FRAME SHALL BE BRAKE FORMED @ 90 DEGREES, 2" WIDE, TO SUPPORT THE SELF-BAILING DECK, CABIN FLOOR ETC.

LONGITUDINAL FRAMING:

MEASURING ACROSS THE BOTTOM, THERE SHALL BE A 2.5" X 2.5" X .250" "T" BAR ON 12" CENTERS. THESE LONGITUDINALS SHALL BE COMPLETELY WELDED ON BOTH SIDES WITH NO SKIP WELDING. IN ADDITION THERE SHALL BE TWO CENTRAL LONGITUDINAL STRINGERS FROM THE TRANSOM TO THE WATERTIGHT BULKHEAD AT THE AFT END OF THE CABIN. THESE STRINGERS SHALL BE THE BASIS FOR THE ENGINE MOUNTS & THEY WILL FORM THE COMPARTMENT THAT HOUSES THE FUEL TANK. ALL WELDING SHALL BE CONTINUOUS.

BULWARKS:

THERE SHALL BE .160" X 28" HIGH BULWARKS WELDED TO THE OUTSIDE EDGE OF THE HULL (AT THE CHINE) TO SUPPORT THE TUBE. THE TOP OF THE BULWARK SHALL BE PRESS BRAKE FORMED @ 90 DEGREES & THIS SECTION SHALL BE 6.5" WIDE TO BE USED AS THE SIDE DECK ASSEMBLY. THIS SIDE DECK SHALL RUN FORWARD PORT & STARBOARD OF THE CABIN, AS A WALKWAY TO THE BOW. THERE SHALL BE AN 18" PORT & STARBOARD BOW RAIL AS FAR AFT AS THE BASE OF THE WINDSHIELD. THE BOW RAIL SHALL HAVE A 24" GAP AT THE CENTER.

TRANSOM:

THE TRANSOM SHALL BE .250" ALUMINUM WITH SUFFICIENT HEAVY DUTY CHANNEL BRACING TO WITHSTAND THE THRUST OF THE TWIN DIESEL STERNDRIVES. ON THE VESSEL THERE SHALL BE TWO SOLID ALUMINUM CASTINGS SPECIFICALLY DESIGNED FOR KONRAD 520 STERNDRIVE MOUNTING. THESE CASTINGS SHALL BE WELDED IN PLACE W/-SUITABLE REINFORCING FOR THE INTENDED DUTY. FABRICATED OR HOLLOW STERNDRIVE MOUNTS WILL NOT BE ACCEPTABLE. THERE SHALL BE NO DRAIN PLUG IN THE TRANSOM.

SELF-BAILING DECK:

THAT PORTION OF THE DECK AFT OF THE CABIN & FWD. OF THE STEP UP TO THE ENGINE HATCHES SHALL BE SELF-BAILING. THIS SHALL BE WELDED IN SUCH A WAY THAT NO WATER ENTERS THE BILGE. THE SELF-BAILING DECK SHALL BE EQUIPPED W/-SCUPPER DRAINS THROUGH TO THE TRANSOM. THE SCUPPER DRAINS SHALL BE EQUIPPED WITH NON-RETURN VALVES. FLAPPERS ARE NOT ACCEPTABLE. THE SELF-BAILING DECK SHALL BE COVERED WITH DURABAK

NON-SKID. THE FUEL TANK SHALL BE LOCATED UNDER THIS DECK & THERE SHALL BE A SEALED BUT REMOVABLE FULL SIZE HATCH OVER THE FUEL TANK.

ALL THE HULL VOIDS UNDER THE SELF-BAILING DECK & CABIN SHALL BE FILLED W/-WATERPROOF POLYURETHANE FOAM. THIS FOAM SHALL ACT AS FLOTATION, NOISE ABATEMENT & INSULATION. THE CENTER SECTION UNDER THE CABIN SHALL BE LEFT VACANT FOR INSTALLATION OF ALL UNDER FLOOR ACCESSORIES. THE FOAM SHALL BE SPRAYED IN, IN SUCH A WAY THAT ANY WATER THAT COLLECTS IN THE BILGE CANNOT BE TRAPPED BY THIS FOAM. THE CENTER WATERTIGHT BULKHEAD SHALL HAVE A REMOVABLE DRAIN PLUG SO THAT WATER CAN BE DRAINED AFT. THERE SHALL BE ACCESS TO THIS DRAIN PLUG FROM INSIDE THE CABIN.

SPRAY DEFLECTORS: THERE SHALL BE SPRAY DEFLECTORS PORT & STARBOARD, 12' LONG X 9" WIDE X .250" WELDED HORIZONTALLY FROM THE TRANSOM FORWARD, AT THE CHINE.

ENGINE COMPARTMENT:

THE TWIN DIESEL ENGINES SHALL BE MOUNTED AFT IN THE CONVENTIONAL MANNER. THE ENGINE COMPARTMENT SHALL HAVE LEVEL NON-SKID GRATED FLOORING EXCEPT UNDER THE ENGINE AND TRANSMISSION UNITS. THE FLOORING SHALL BE OF THE REMOVAL TYPE TO ALLOW ACCESS TO THE BILGE. THERE SHALL BE TWO ALUMINUM SELF-BAILING ENGINE HATCHES, ALLOWING ENOUGH ROOM FOR FUTURE SERVICING OR REMOVAL OF AN ENGINE. THE SELF-BAILING FEATURE OF THESE HATCHES SHALL NOT ALLOW ANY WATER TO ENTER THE ENGINE COMPARTMENT, IT MUST BE DUCTED OVERBOARD.

FORWARD OF THE ENGINES & IN AN EXTENSION OF THESE HATCHES THERE SHALL BE THE GENERATOR COMPARTMENT. THE ENGINE HATCHES SHALL BE COVERED IN DURABAK NON-SKID. THERE SHALL BE A 36" 1.5" WELDED HANDRAIL AROUND THE ENGINE COMPARTMENT. THERE SHALL BE A 36" GAP WITH SAFETY CHAIN AT THE AFT END OVER THE SWIM STEP, THE HANDRAIL WILL NOT BE PLACED ACROSS THE FORWARD END OF THE ENGINE COMPARTMENT.

DIVE PLATFORM:

THERE SHALL BE A FULL WIDTH X 30" .190" DIVE PLATFORM W/- 1.5" PIPE REINFORCING @ ITS AFT EDGE. IN ADDITION THERE SHALL BE THREE 1.5" SUPPORT BARS THAT WILL ALSO ACT AS PROTECTION FOR THE DRIVES. THE DIVE PLATFORM SHALL BE COVERED IN DURABAK NON-SKID.

THERE SHALL BE A HINGED DIVE LADDER ON THE DIVE PLATFORM, DESIGNED SO THAT THE BOTTOM RUNG IS AT LEAST 36" UNDER WATER, WHEN DEPLOYED.

THERE SHALL BE A SUITABLE GRAB HANDLE TO ASSIST PERSONNEL OR DIVERS ONTO THE VESSEL. THE DIVE LADDER SHALL BE LOCATED IN AN AREA THAT SHALL NOT IMPEDE THE USE OF THE TOWLINE AND THE VESSEL BEING TOWED.

CUDDY CABIN:

THE CUDDY IS THAT PORTION OF THE CABIN FORWARD OF THE WINDSHIELD THAT ENCLOSES THE VEE BERTH. THE CABIN IS THAT PORTION THE CREW OCCUPIES TO OPERATE THE VESSEL.

THE CUDDY SHALL BE A MINIMUM OF 6'6" LONG WITH A VEE BERTH W/-STORAGE UNDER. VEE BERTH CUSHIONS SHALL BE 3" THICK WITH VINYL COVERS. THERE SHALL BE AN 18" X 18" VENT HATCH IN THE CENTER OF THE CUDDY OVERHEAD. IN ADDITION THERE SHALL BE TWO NON- OPENING CUDDY SIDE WINDOWS. THE WATER TIGHT BULKHEAD AT THE AFT END OF THE ANCHOR LOCKER FORMS THE FORWARD END OF THE VEE BERTH. THERE SHALL BE A SHELF, 6" WIDE WITH A 2" LIP WELDED TO THIS BULKHEAD. THE FLOOR OF THE VEE BERTH SHALL BE LOWERED AS MUCH AS POSSIBLE TO FACILITATE ACCESS TO THAT AREA.

THE CABIN SHALL BE APPROXIMATELY 10' LONG, AS MEASURED FROM THE LOWER CORNER OF THE WINDSHIELD TO THE AFT BULKHEAD. THE WINDSHIELD SHALL BE TWO PIECE & FORWARD LEANING AT THE TOP. ALL WINDOWS SHALL BE LAMINATED SAFETY GLASS, MINIMUM .190" THICK. THE FORWARD SIDE WINDOWS SHALL SLIDE TO OPEN, WITH THE PORTION OPPOSITE THE HELMSMAN & NAVIGATOR BEING THE PORTION THAT OPENS. THERE SHALL BE SLIDING SIDE WINDOWS AFT OF THE HELM WINDOWS. THE AFT END OF THE CABIN SHALL BE ENCLOSED WITH A BULKHEAD & 22" WIDE SLIDING DOOR. THERE SHALL BE THREE WINDOWS IN THIS BULKHEAD INCLUDING THE WINDOW IN THE DOOR. THE PORT WINDOW SHALL SLIDE TO OPEN. THERE SHALL BE A .125" ALUMINUM HARDTOP WITH FULL LENGTH HANDRAILS PORT & STARBOARD. THE HARDTOP SHALL OVERHANG THE WINDSHIELD BY 12" & THE REAR BULKHEAD BY 15". THERE SHALL BE A TUBULAR ALUMINUM RADAR ARCH BOLTED TO THE HARDTOP. THE ARCH MUST BE REMOVABLE FOR SHIPPING OR SERVICING PURPOSES. THE ARCH SHALL HAVE THE NECESSARY MOUNTS AND BRACKETS FOR THE RADAR, LIGHTS, ANTENNAS, AND SIREN ETC. THERE SHALL BE A FULL LENGTH HAND RAIL ON THE INTERIOR OF THE HARDTOP OFFSET TO THE PORT SIDE.

THERE SHALL BE AN OBSERVATION DECK ON THE ROOF OF THE CABIN, WITH A BENCH SEAT AND ACCESS LADDER. THE HEIGHT SHALL BE KEPT TO A MINIMUM SO TO NOT EXCEED THE MAXIMUM 14 FEET TRAILERABLE HEIGHT RESTRICTION AS ALLOWED BY THE DEPT. OF TRANSPORTATION FOR HIGHWAY TRANSPORT. THE RADAR ARCH SHALL BE MOUNTED

ON A TILTING BASE THAT CAN BE RAISED ABOVE THE OBSERVATION DECK DURING OPERATION.

DASH AREA:

THERE SHALL BE A PORT & STARBOARD 30" WIDE DASH ON EITHER SIDE OF THE ENTRANCE TO THE CUDDY. THE STARBOARD DASH SHALL BE DESIGNED TO ACCOMMODATE HELM, TWIN ENGINE CONTROLS, INSTRUMENTS & ACCESSORY SWITCHES. IF EXTRA ROOM IS REQUIRED FOR ACCESSORY SWITCHES THESE CAN BE ACCOMMODATED OVER THE STARBOARD WINDOW, IN REACH OF THE HELMSMAN. THE PORT DASH SHALL HAVE A WELDED GRAB RAIL & LARGE GLOVE BOX W/-LOCKING DOOR.

ANCHOR LOCKER:

THERE SHALL BE AN ANCHOR LOCKER FORWARD WITH AN INTERIOR CLEAT FOR THE BITTER END OF THE RODE. THE LID SHALL BE SELF BAILING WITH AN ACCESS PORT FOR ANCHOR RODE AND CHAIN TO PASS THROUGH. THERE SHALL BE A WELDED ALUMINUM BOW PULPIT, LONG ENOUGH SO THAT THE ANCHOR, CHAIN ETC CAN NOT FOUL ON THE TUBE AS IT IS BEING PULLED. THE FORWARD END OF THE PULPIT SHALL HAVE A HEAVY DUTY ANCHOR ROLLER. THE PULPIT SHALL ACCOMMODATE THE DANFORTH ANCHOR READY FOR DEPLOYMENT.

TOW BITT:

THERE SHALL BE A 5" SCHEDULE 80 ALUMINUM TOW BITT AFT. TOW BITT SHALL BE WELDED TO THE TRANSOM & TO THE AFT DIVE PLATFORM AT THE BOTTOM. THERE SHALL BE A CAP WELDED TO THE TOP OF THE BITT THAT IS LARGER DIAMETER THAN THE BITT ITSELF. THERE SHALL BE A SOLID ALUMINUM POST INSERTED & WELDED INTO THE BITT JUST BELOW THIS CAP. THERE SHALL BE FLAT BAR REINFORCING WELDED DOWN THE INSIDE OF THE TOW BITT. FINAL HEIGHT OF TOW BITT TO BE DETERMINED BY D.L.N.R. THERE SHALL BE A TOW ROPE REEL CAPABLE OF HOLDING 500' X ¾ TOW ROPE BUILT INTO THE TOW BITT.

CLEATS.

THERE SHALL BE 4EA 10" HEAVY DUTY WELDED ALUMINUM CLEATS PORT AND STARBOARD. THE CLEATS SHALL BE PLACED IN CONJUNCTION WITH THE CUSTOMER. THERE SHALL BE A 10" ANCHORING CLEAT IN THE BOW.

TUBE ASSEMBLY:

THERE SHALL BE A 36' LONG, BLACK, 40 OUNCE PER SQUARE YARD POLYURETHANE TUBE ASSEMBLY. ALL SEAMS OF THE TUBE SHALL BE HOT WELDED & TAPED (GLUED SEAMS ARE UNACCEPTABLE). THE TUBE ASSEMBLY SHALL BE 28" DIAMETER & HAVE 7 SEPARATE COMPARTMENTS. EACH COMPARTMENT SHALL HAVE A FILL VALVE & PRESSURE RELIEF VALVE. THERE SHALL BE A 7" X ½" HEAVY DUTY FENDER STRIP LAMINATED TO THE TO THE OUTSIDE PERIMETER OF THE TUBE. BENEATH THIS FENDER STRIP, DOWN TO THE CONNECTION POINT, THERE SHALL BE A DOUBLE LAMINATION OF 40 OUNCE MATERIAL TO ACT AS A CHAFE STRIP. THE TUBE ATTACHMENT METHOD WILL BE BY A

PRIMARY BOLT ROPE & A SECONDARY FLANGE, FOR TUBE STABILITY AROUND THE TOP OF THE TUBE. THE FEMALE SECTION OF THE BOLT ROPE FLANGE SHALL BE A HEAVY DUTY VINYL EXTRUSION TO AVOID INTERNAL CORROSION. THIS EXTRUSION SHALL ACCOMMODATE A MINIMUM OF A ¾" BOLT ROPE & BE BOLTED W/-STAINLESS STEEL FASTENERS, EVERY 6", TO THE UPPER CHINE OF THE HULL. THE SECONDARY FLANGE SHALL BE LAMINATED TO THE TOP OF THE TUBE & SHALL BE ATTACHED TO THE OUTSIDE OF THE GUNWALE WITH STAINLESS STEEL FASTENERS & A ZOLATONE PAINTED ALUMINUM STRIP.

FUEL SYSTEM:

THERE SHALL BE A U.S.C.G. APPROVED, 300 GALLON CENTERLINE FUEL TANK PLACED FORWARD OF THE ENGINES, AT THE LONGITUDINAL CENTER OF GRAVITY. IT IS IMPORTANT THAT THE TANK IS PLACED SO THAT IT DOES NOT UNDULY AFFECT TRIM, WHETHER IT IS FULL OR EMPTY. THERE SHALL BE 2EA RACOR 500MA FUEL/WATER SEPARATORS, PLACED IN AN EASILY ACCESSIBLE POSITION IN THE ENGINE COMPARTMENT. THERE SHALL BE A FUEL SUPPLY FOR EACH ENGINE & THE TOYO STOVE & A FUEL RETURN LINE FITTING FOR EACH ENGINE. THE FILL SHALL BE 2" WITH A STAINLESS STEEL "FLIP TOP" FILL PORT IN THE STARBOARD GUNWALE. THE TANK SHALL HAVE A 5/8" VENT FITTING FORE & AFT. (TWO VENTS TOTAL).

CABIN INTERIOR:

THE FOLLOWING ITEMS SHALL BE INSTALLED IN THE CABIN:
2-TODD 5 STAR CHAIRS, WITH SEMI-AUTOMATIC SLIDER, ALUMINUM PEDESTAL AND FOOTREST FOR THE OPERATOR AND NAVIGATOR.

THERE SHALL BE MADE A GUN SAFE LOCKER CAPABLE OF SAFELY SECURING AND HOLD 4-SHOTGUNS / RIFLES, 8-HANDGUNS AND AMMUNITION.

THERE SHALL BE A BELOW DECK DRY STORAGE AREA COMPARTMENT LOCATED IN THE CABIN AREA. THE BELOW DECK COMPARTMENT SHALL HAVE THE SAME TYPE OF FLOORING DECKING AS MOUNTED IN THE ENGINE COMPARTMENT. THE ACCESS DOOR SHALL BE LOCKABLE AND NO SMALLER THAN 3 FEET BY 5 FEET IN DIAMETER AND CAPABLE OF CLOSING FLUSH TO THE DECK ALLOWING NORMAL FOOT TRAFFIC.

THERE SHALL BE AN OVERHEAD RADIO AND CONTROL PANNEL CONSOLE. IT SHALL BE MOUNTED ON THE INTERIOR FORWARD CABIN CEILING AREA AND CAPABLE OF FLUSH MOUNTING RADIOS, TELEPHONE, SIREN AND SEARCH LIGHT CONTROLLERS, AND MISCELLANEOUS SWITCHES AND CONTROLS. THE OVERHEAD CONSOLE SHALL BE THE FULL WIDTH OF THE CABIN AND PROVIDE COMPLETE ACCESS PANEL(S) TO SERVICE THE ELECTRONIC EQUIPMENT. THE

CONSOLE SHALL NOT IMPEDE THE VIEW THROUGH THE FORWARD WINDSHIELDS.

WINDSHIELD WASHER SYSTEM W-RESERVOIRS UNDER DASH

ALUMINUM FRAMED UTILITY/GALLEY CABINET STARBOARD SIDE AFT OF HELM SEAT. CABINET FINISHED W/-1/2" SOLID PLASTIC "MARINE TOUGH" MATERIAL.

THE CABINET SHALL HAVE A MINIMUM OF THREE DRAWERS & ONE STORAGE LOCKER W/-SIDE HINGED DOOR. THERE SHALL A STAINLESS STEEL SINK & FAUCET AS WELL AS THE TOYOSET STOVE IN THE TOP SURFACE.

THERE SHALL BE A DINETTE ON THE PORT SIDE, AFT OF THE NAVIGATOR'S SEAT THAT ALSO CONVERTS TO A BERTH. THE BERTH SHALL BE A MINIMUM OF 6' LONG X 40" WIDE. THERE SHALL BE STORAGE UNDER THE DINETTE SEATS. THE BACKREST CUSHIONS SHALL BE SIZED SO THEY CAN BE USED FOR THE BERTH CONVERSION.

THERE SHALL BE A STAND-UP HEAD COMPARTMENT ON THE STARBOARD SIDE AFT OF THE GALLEY CABINET. THERE SHALL BE A WINDOW IN THE FORWARD BULKHEAD OF THIS COMPARTMENT, SO THE HELMSMAN CAN SEE AFT. THERE SHALL BE A PRIVACY CURTAIN & A DOOR FOR THE HEAD COMPARTMENT.

THERE SHALL BE A PAR MANUAL PUMP FLUSHING HEAD W/-A 10GALLON HOLDING TANK, MACERATOR PUMP OUT, "Y" VALVE & THRU-HULL FITTINGS W/-VALVES.

THERE SHALL BE A 30 GALLON FRESH WATER TANK MOUNTED UNDER THE CABIN SOLE, TO SUPPLY THE SINK & A 6-GALLON 110 VOLT/HEAT EXCHANGER HEATED, HOT WATER TANK. THERE SHALL BE A SHOWER IN THE HEAD COMPARTMENT W/-AUTOMATIC SUMP DRAIN. IN ADDITION TO THE INSIDE SHOWER, THERE SHALL BE A SHOWERHEAD AND VALVES ON THE EXTERIOR OF THE CABIN AFT, ON THE OUTSIDE DECK. THE SHOWERHEAD SHALL BE MOUNTED AND SECURE TO THE UNDERSIDE OF THE CABIN ROOF.

THERE SHALL BE A CRUISE AIR OR SIMILAR AIR CONDITIONING SYSTEM LOCATED UNDER THE DINETTE OR CABIN SOLE. THIS SHALL BE POWERED BY A 5KW CUMMINS/ONAN MARINE DIESEL GENERATOR, LOCATED FORWARD OF THE ENGINES & AFT OF THE FUEL TANK. THE GENERATOR ENCLOSURE CAN BE USED AS A STEP TO THE ENGINE HATCHES. THE 110 VOLT AC PANEL & MASTER AC SWITCH SHALL BE LOCATED AT THE FORWARD END OF THE CABIN. THERE SHALL BE TWO 110-VOLT OUTLETS IN THE CABIN, LOCATION TO BE DECIDED.

THERE SHALL BE AN OPTION TO UTILIZE THE SHOREPOWER IN LIEU OF THE GENERATOR WHEN VESSEL IS AT DOCK. A STAINLESS STEEL BOAT POWER INLET TO BE PLACED IN A LOCATION ON THE EXTERIOR OF THE VESSEL THAT WILL BE PROTECTED FROM THE MARINE ELEMENTS.

12 VDC ITEMS:

RED/WHITE DOME LIGHT IN CUDDY

TWO RED/WHITE DOME LIGHTS IN CABIN

U.S.C.G. APPROVED INTERNATIONAL WATERS NAVIGATION LIGHTS

DUAL WINDSHIELD WIPERS

THERE SHALL BE TWO 2,000 G.P.H. BLIGE PUMPS, ONE AUTOMATIC AND THE SECOND MANUAL WITH APPROPRIATE ELECTRONIC HARDWARE.

BENNETT 9" X 18" TRIM TABS W/-ROCKER SWITCHES AT DASH. TRIM TABS SHALL BE BOLTED TO BRACKETS THAT ARE WELDED TO THE HULL & THE STAINLESS STEEL HARDWARE SHALL NOT PENETRATE THE TRANSOM.

FOUR EACH GROUP 31 1000 C.C.A. MARINE BATTERIES W/-BOXES. THE BATTERIES WILL BE ARRANGED IN TWO BANKS, ONE FOR STARTING, and ONE FOR HOUSE WITH A BATTERY COMBINER.

TWO 250 C.F.M. BILGE BLOWERS W/-WELDED ALUMINUM LOUVERS & WATER BAFFLES, FOR ENGINE AIR.

12 VDC BREAKER PANEL LOCATED UNDER STARBOARD DASH & ACCESSIBLE FROM THE VEE BERTH. ALL CIRCUITS WILL BE LABELED AND THERE WILL BE 4 EXTRA CIRCUITS FOR FUTURE USE.

TWO 12 VOLT ADAPTERS, ONE IN PORT DASH & STARBOARD DASH.

ONE JABSCO 5" CHROME REMOTE CONTROL SEARCHLIGHT, MOUNTED ON FORWARD EDGE OF HARDTOP.

TWO AFT HALOGEN WORK DECK LIGHTS.

TWO ENGINE COMPARTMENT LIGHTS.

SIMPSON LAWRENCE HORIZON 600 ANCHOR WINDLASS MOUNTED ON PULPIT W/-FORWARD FOOT SWITCHES, RELAY & DASH ROCKER SWITCH.

WHELAN EDGE 48" BLUE LIGHT BAR W/-ALLEY & TAKEDOWN LIGHTS.

FEDERAL SIGNAL PA300 SIREN CONTROLLER W/-100 WATT SPEAKER.

INTERCOM SYSTEM: THERE WILL BE A WIRELESS INTERCOM SYSTEM FOR EACH BOAT CONSISTING OF THE FOLLOWING ITEMS:

1-KENWOOD TK790HBK VHF 110 WATT MOBILE RADIO WITH BH01 HEAD.

3-KENWOOD TK290K VHF 5 WATT HAND HELD RADIOS.

3-KENWOOD HS290 NOISE CANCELING HEADSETS FOR TK290K RADIOS.

NAVIGATION ELECTRONICS:

THE FOLLOWING ELECTRONIC ITEMS SHALL BE SUPPLIED. FINAL INSTALLATION AS PER CUSTOMER INSTRUCTIONS:

FURUNO 1833C 10'4" NAVNET RADAR W/-CHART PLOTTER OVERLAY/G.P.S. W/APPROPRIATE CHART CARTRIDGE FOR OUT GEOGRAPHICAL LOCATION AND-ANTENNA & BBFF1 DEPTHSOUNDER W/-TRANSOM TRANSDUCER

AUTO HELM ST5000 PLUS AUTOPILOT

ICOM M59 V.H.F. RADIO W/-ANTENNA & RATCHET MOUNT

SUMMIT 9700 DM MULTI-NET II MOBILE 800 Mhz RADIO (EF JOHNSON & CO)

RITCHIE HF72 COMPASS

ACR GLOBAL FIX 406 EPIRB W/INTEGRAL GPS

MECHANICAL (MAUI BOAT)

THERE SHALL BE TWO CUMMINS 6BTA 5.9LITRE DIESEL ENGINES INSTALLED IN THE ENGINE COMPARTMENT. THESE ENGINES SHALL BE RATED AT 355 HORSEPOWER AT THE CRANKSHAFT SUITABLE FOR LIGHT DUTY COMMERCIAL USE. THE ENGINES WILL BE EQUIPPED WITH HUBER 925 1:1 MARINE TRANSMISSIONS TO ALLOW REVERSING OF THE STERNDRIVES. THE TRANSMISSIONS SHALL BE COUPLED TO KONRAD 520 HEAVY DUTY STERNDRIVES. THE ENGINE & STERNDRIVE PACKAGES WILL COME EQUIPPED WITH APPROPRIATE DRIVESHAFTS & ADAPTORS & BE FULLY OPERATIONAL UPON DELIVERY.

THERE WILL BE A MORSE MT3 DUAL FUNCTION/ DUAL LEVER BINNACLE TYPE CONTROLLER INSTALLED AT THE HELM. THERE WILL BE SEPARATE CONTROL PANELS FOR THE TRIM & TILT OF THE KONRAD DRIVES. APPROPRIATE CONTROL CABLES & CUMMINS WIRE HARNESSSES SHALL BE SUPPLIED. IN ADDITION TO THE HELMSMAN CONTROLS, THERE SHALL BE A SECOND MORSE MT3 DUAL FUNCTION / DUAL LEVER

BINNACLE TYPE CONTROLLER INSTALLED ON THE OUTSIDE OF THE CABIN AREA TOWARDS TO FACILITATE STERN CLOSE QUARTER MANEUVERING. THE SYSTEM SHALL ALLOW FULL AND UNRESTRICTED OPERATION OF THE SHIFT AND THROTTLE SYSTEM. THE CONTROLS SHALL BE MOUNTED IN A HINGED FULLY ACCESSABLE / OPEN AND LOCKABLE ALUMINUM BOX.

THERE SHALL BE A HEAVY DUTY JASTRAM HYDRAULIC STEERING SYSTEM WITH A STAINLESS STEEL TIE BAR TO COUPLE THE STERN DRIVES TOGETHER.

THERE SHALL BE TWO CUMMINS MARINE DIESEL INSTRUMENT PANELS CONTAINING THE FOLLOWING GAUGES: TACHOMETER, TEMPERATURE GAUGE, VOLTMETER, OIL PRESSURE GAUGE & HOURMETER. IN ADDITION THE FOLLOWING WARNING LIGHTS SHALL BE INSTALLED: LOW OIL PRESSURE, OVER TEMPERATURE, GLOW PLUG ACTIVATION & WATER IN FUEL SEPARATOR.

THERE SHALL BE TWO APPROPRIATELY SIZED RAW WATER STRAINERS FOR THE ENGINES W/-SHUTOFF VALVES.

THERE SHALL BE TWO STAINLESS STEEL II PROPELLERS SUPPLIED WITH THE VESSEL OF THE CORRECT DIAMETER & PITCH TO SUIT THE R.P.M. & POWER OUTPUT OF THE ENGINES. THE PROPELLERS SHALL BE PROTECTED BY PROPELLER GUARDS. THE PROPELLER GUARDS SHALL NO REDUCE THE VESSELS SPEED OR RESTRICT ITS STEERAGE. THERE SHALL BE PROVIDED ONE SPARE DUPLICATE SET OF STAINLESS STEEL PROPELLERS IN ADDITION TO THE PROPELLERS MOUNTED ON THE STERN DRIVES.

PAINT:

THERE SHALL BE WHITE ZOLATONE W/-CLEARCOAT ON THE FOLLOWING SURFACES:

CABIN INTERIOR & EXTERIOR, OUTSIDE & INSIDE GUNWALES, REAR DECK (OTHER THAN NON-WALKING SURFACES), CUDDY CABIN TOP, OUTSIDE OF TRANSOM TO DIVE PLATFORM & DIVE PLATFORM PIPE FRAME.

NON-SKID, DURABAK OR EQUIVALENT: ALL WALKING SURFACES INCLUDING SIDE DECKS, FOREDECK, COCKPIT SOLE, ENGINE HATCHES, DIVE PLATFORM & INTERIOR CABIN SOLE.

BOTTOM PAINT: THERE SHALL BE BLACK NO FOUL ANTI-FOULING BOTTOM PAINT APPLIED IN THE APPROVED MANNER WITH APPROPRIATE PRIMER & BARRIER COATS. BOTTOM PAINT SHALL BE APPLIED TO THE DRIVE UNITS AS WELL AS THE HULL. HULL TO BE SANDBLASTED PRIOR TO BOTTOM PAINT APPLICATION.

MISC. EQUIPMENT: 25 LB. DANFORTH ANCHOR WITH 30' X 5/16" CHAIN & 300' X 5/8" ANCHOR RODE

1 EACH SUNBRELLA TUBE COVER FITTED TO EXPOSED TOP SURFACE OF TUBE FROM TOP EDGE OF FENDER STRIP, UPWARDS TO THE GUNWALE. COVER SHALL BE SECURED BY "D" RINGS & ROPE RINGS NOT MORE THAN 24" CENTERS. INSTALLED IN SUCH A WAY THAT THERE SHALL BE NO FLAPPING OR LOOSE SECTIONS OF THE COVER. COLOR TO BE DECIDED.

1 EACH SUNBRELLA AFT CABIN CANVAS/SUNSHADE, TO BE ATTACHED TO THE REAR OF THE HARDTOP & SUPPORTED BY HEAVY DUTY STAINLESS STEEL BOWS. REAR OF SUN TOP TO FINISH AT FORWARD END OF ENGINE COMPARTMENT, LEAVING SPACE FOR ACCESS UP ON TO THE ENGINE HATCHES.

CORROSION PROTECTION:

THERE SHALL BE TWO HULL ZINCS FASTENED TO BRACKETS ON THE TRANSOM. IN ADDITION THERE SHALL TWO EACH MERCATHODE IMPRESSED CURRENT SYSTEM DEVICES INSTALLED WITH THE DRIVES. STANDARD DRIVE ZINC IS TO BE INCLUDED.

SOUNDPROOFING:

THERE SHALL BE DEX DAMP ANTI-VIBRATION MATERIAL APPLIED TO THE TRANSOM, ENGINE STRINGERS & WATERTIGHT BULKHEAD AT THE AFT END OF THE CABIN. THERE SHALL BE BARRIER 100 SOUNDPROOFING ADHERED TO THE ENGINE HATCHES & ADJACENT TO THE ENGINES ON THE BULWARKS.

TRAILER:

THERE SHALL BE A WELDED STEEL GALVANIZED CHANNEL FRAME TRAILER. TRAILER SHALL BE EQUIPPED WITH GALVANIZED STEEL BUNK BEDS. BUNK BEDS WILL BE COVERED WITH U.H.M.W. PLASTIC STRIPS. (NOT A ROLLER DESIGN) TRAILER SHALL BE TRIPLE AXLE WITH BRAKES ON ALL THREE AXLES. THERE SHALL BE FRESH WATER FLUSH KITS FOR EACH AXLE. TRAILER CAPACITY SHALL BE 18,000 LB.

WARRANTY:

LIFETIME WARRANTY ON HULL AND STRUCTURE. THREE YEAR WARRANTY ON INFLATABLE TUBES. MANUFACTURERS WARRANTY ON ENGINES AND ACCESSORIES.

HAWAII BRANCH

Bidders must obtain pre-approval from the State for its proposed manufacturer name, make, and model number for their proposed vessel and trailer. Refer to Special Provisions section titled "Pre-approval submission".

Bidders must also assure that a Hawaii Island (big island) based repair/maintenance facility is available for all components of the marine engines and propulsion systems.

Delivery of the vessel must be made no later than June 1, 2004.

HAWAII PATROL BOAT SPECIFICATIONS

36' X 13' BEAM R.A.I.V. (RIGID ALUMINUM INFLATABLE VESSEL)

THIS REQUIREMENT IS FOR A ALUMINUM HULLED RIGID INFLATABLE PATROL BOATS, WITH A FULLY ENCLOSED CUDDY CABIN, FOR OFFSHORE USE IN & AROUND THE HAWAIIAN ISLAND CHAIN. THE VESSELS SELECTED SHALL BE A PROVEN DESIGN FROM A MANUFACTURER WITH AT LEAST TEN YEARS EXPERIENCE BUILDING ALUMINUM RIBS. REFERENCES FOR SIMILAR VESSELS ARE REQUIRED. THE USE WILL INCLUDE EXTREMELY ROUGH WATER, SO THE VESSELS MUST BE A DEEP VEE DESIGN OF VERY RUGGED CONSTRUCTION. UNDER THE HULL SECTION IN THIS BID, EACH BIDDER SHALL COMPLY WITH ALL THE CONSTRUCTION SPECIFICATIONS. DEVIATION MAY BE CAUSE FOR REJECTION.

HULL: THE HULL SHALL BE 24 DEGREE DEADRISE @ THE TRANSOM (MEASURED PER SIDE) & 55 DEGREE VEE AT THE BOW. THE CHINE BEAM (BOTTOM WIDTH) SHALL BE 10', TUBE NOT INFLATED.

BOTTOM PLATE: .250" 5086

TRANSOM: .250" 5086

BULWARKS: .160" 5086

CABIN: .125" 5086

SELF-BAILING DECK: .190" 5086

ENGINE HATCHES: .160" 5086

STEM BAR: THERE SHALL BE A FULL LENGTH 4" X .500" STEM BAR MOUNTED VERTICALLY AT THE KEEL LINE AT THE JOINT OF THE TWO BOTTOM PLATES.

THE CURVED SECTION OF THE STEM BAR IN THE BOW SHALL BE CUT IN ONE PIECE FROM PLATE, RATHER THAN SPLICED & WELDED. THE STEM BAR SHALL BE WELDED

CONTINUOUSLY ON THE INSIDE PORT & STARBOARD & ON THE OUTSIDE AT THE JOINT OF THE TWO BOTTOM PLATES.

TRANSVERSE FRAMING:

THERE SHALL BE A .190" CROSS FRAME EVERY 24" ON CENTERS FORWARD OF MIDSHIPS & EVERY 30" AFT OF MIDSHIPS. TWO OF THESE FRAMES SHALL BE WATERTIGHT BULKHEADS. ONE AT THE AFT END OF THE FORWARD ANCHOR LOCKER & THE OTHER AT THE AFT END OF THE CABIN.

THESE FRAMES SHALL BE FABRICATED FROM PLATE & SHALL BE SHAPED TO FIT THE BOTTOM OF THE HULL. THE TOP OF EACH FRAME SHALL BE BRAKE FORMED @ 90 DEGREES, 2" WIDE, TO SUPPORT THE SELF-BAILING DECK, CABIN FLOOR ETC.

LONGITUDINAL FRAMING:

MEASURING ACROSS THE BOTTOM, THERE SHALL BE A 2.5" X 2.5" X .250" "T" BAR ON 12" CENTERS. THESE LONGITUDINALS SHALL BE COMPLETELY WELDED ON BOTH SIDES WITH NO SKIP WELDING. IN ADDITION THERE SHALL BE TWO CENTRAL LONGITUDINAL STRINGERS FROM THE TRANSOM TO THE WATERTIGHT BULKHEAD AT THE AFT END OF THE CABIN. THESE STRINGERS SHALL BE THE BASIS FOR THE ENGINE MOUNTS & THEY WILL FORM THE COMPARTMENT THAT HOUSES THE FUEL TANK. ALL WELDING SHALL BE CONTINUOUS.

BULWARKS:

THERE SHALL BE .160" X 28" HIGH BULWARKS WELDED TO THE OUTSIDE EDGE OF THE HULL (AT THE CHINE) TO SUPPORT THE TUBE. THE TOP OF THE BULWARK SHALL BE PRESS BRAKE FORMED @ 90 DEGREES & THIS SECTION SHALL BE 6.5" WIDE TO BE USED AS THE SIDE DECK ASSEMBLY. THIS SIDE DECK SHALL RUN FORWARD PORT & STARBOARD OF THE CABIN, AS A WALKWAY TO THE BOW. THERE SHALL BE AN 18" PORT & STARBOARD BOW RAIL AS FAR AFT AS THE BASE OF THE WINDSHIELD. THE BOW RAIL SHALL HAVE A 24" GAP AT THE CENTER.

TRANSOM:

THE TRANSOM SHALL BE .250" ALUMINUM WITH SUFFICIENT HEAVY DUTY CHANNEL BRACING TO WITHSTAND THE THRUST OF THE TWIN DIESEL JET OR STERNDIVES. ON VESSEL #1 THERE SHALL BE TWO SOLID ALUMINUM CASTINGS SPECIFICALLY DESIGNED FOR HAMILTON 274 JETDRIVE MOUNTING. ON VESSEL #2 THERE SHALL BE TWO SOLID ALUMINUM CASTINGS SPECIFICALLY DESIGNED FOR KONRAD 520 STERNDIVE MOUNTING. THESE CASTINGS SHALL BE WELDED IN PLACE W/-SUITABLE REINFORCING FOR THE INTENDED DUTY. FABRICATED OR HOLLOW STERNDIVE MOUNTS WILL NOT BE ACCEPTABLE. THERE SHALL BE NO DRAIN PLUG IN THE TRANSOM.

SELF-BAILING DECK: THAT PORTION OF THE DECK AFT OF THE CABIN & FWD. OF THE STEP UP TO THE ENGINE HATCHES, SHALL BE SELF-

BAILING. THIS SHALL BE WELDED IN SUCH A WAY THAT NO WATER ENTERS THE BILGE. THE SELF-BAILING DECK SHALL BE EQUIPPED W/-SCUPPER DRAINS THROUGH TO THE TRANSOM. THE SCUPPER DRAINS SHALL BE EQUIPPED WITH NON-RETURN VALVES. FLAPPERS ARE NOT ACCEPTABLE. THE SELF-BAILING DECK SHALL BE COVERED WITH DURABAK NON-SKID. THE FUEL TANK SHALL BE LOCATED UNDER THIS DECK & THERE SHALL BE A SEALED BUT REMOVABLE FULL SIZE HATCH OVER THE FUEL TANK.

ALL THE HULL VOIDS UNDER THE SELF-BAILING DECK & CABIN SHALL BE FILLED W/-WATERPROOF POLYURETHANE FOAM. THIS FOAM SHALL ACT AS FLOTATION, NOISE ABATEMENT & INSULATION. THE CENTER SECTION UNDER THE CABIN SHALL BE LEFT VACANT FOR INSTALLATION OF ALL UNDER FLOOR ACCESSORIES. THE FOAM SHALL BE SPRAYED IN, IN SUCH A WAY THAT ANY WATER THAT COLLECTS IN THE BILGE CANNOT BE TRAPPED BY THIS FOAM. THE CENTER WATERTIGHT BULKHEAD SHALL HAVE A REMOVABLE DRAIN PLUG SO THAT WATER CAN BE DRAINED AFT. THERE SHALL BE ACCESS TO THIS DRAIN PLUG FROM INSIDE THE CABIN.

SPRAY DEFLECTORS: THERE SHALL BE SPRAY DEFLECTORS PORT & STARBOARD, 12' LONG X 9" WIDE X .250" WELDED HORIZONTALLY FROM THE TRANSOM FORWARD, AT THE CHINE.

ENGINE COMPARTMENT:

THE TWIN DIESEL ENGINES SHALL BE MOUNTED AFT IN THE CONVENTIONAL MANNER. THERE SHALL BE TWO ALUMINUM SELF-BAILING ENGINE HATCHES, ALLOWING ENOUGH ROOM FOR FUTURE SERVICING OR REMOVAL OF AN ENGINE. THE SELF-BAILING FEATURE OF THESE HATCHES SHALL NOT ALLOW ANY WATER TO ENTER THE ENGINE COMPARTMENT, IT MUST BE DUCTED OVERBOARD. FORWARD OF THE ENGINES & IN AN EXTENSION OF THESE HATCHES THERE SHALL BE THE GENERATOR COMPARTMENT. THE ENGINE HATCHES SHALL BE COVERED IN DURABAK NON-SKID.

THERE SHALL BE A 36" 1.5" WELDED HANDRAIL AROUND THE ENGINE COMPARTMENT. THERE SHALL BE A 36" GAP WITH SAFETY CHAIN AT THE AFT END OVER THE SWIM STEP, THE HANDRAIL WILL NOT BE PLACED ACROSS THE FORWARD END OF THE ENGINE COMPARTMENT.

DIVE PLATFORM: THERE SHALL BE A FULL WIDTH X 30" .190" DIVE PLATFORM W/-1.5" PIPE REINFORCING @ ITS AFT EDGE. IN ADDITION THERE SHALL BE THREE 1.5" SUPPORT BARS, THAT WILL ALSO ACT AS PROTECTION FOR THE DRIVES. THE DIVE PLATFORM SHALL BE COVERED IN DURABAK NON-SKID. THERE SHALL BE A HINGED DIVE LADDER ON THE DIVE PLATFORM, DESIGNED SO THAT THE BOTTOM RUNG IS AT LEAST 36" UNDER WATER, WHEN DEPLOYED. THERE SHALL BE

A SUITABLE GRAB HANDLE TO ASSIST PERSONNEL OR DIVERS ONTO THE VESSEL.

CUDDY CABIN:

THE CUDDY IS THAT PORTION OF THE CABIN FORWARD OF THE WINDSHIELD THAT ENCLOSES THE VEE BERTH. THE CABIN IS THAT PORTION THE CREW OCCUPIES TO OPERATE THE VESSEL.

THE CUDDY SHALL BE A MINIMUM OF 6'6" LONG WITH A VEE BERTH W/-STORAGE UNDER. VEE BERTH CUSHIONS SHALL BE 3" THICK WITH VINYL COVERS. THERE SHALL BE AN 18" X 18" VENT HATCH IN THE CENTER OF THE CUDDY OVERHEAD. IN ADDITION THERE SHALL BE TWO NON- OPENING CUDDY SIDE WINDOWS. THE WATER TIGHT BULKHEAD AT THE AFT END OF THE ANCHOR LOCKER FORMS THE FORWARD END OF THE VEE BERTH. THERE SHALL BE A SHELF, 6" WIDE WITH A 2" LIP WELDED TO THIS BULKHEAD. THE FLOOR OF THE VEE BERTH SHALL BE LOWERED AS MUCH AS POSSIBLE TO FACILITATE ACCESS TO THAT AREA.

THE CABIN SHALL BE APPROXIMATELY 10' LONG, AS MEASURED FROM THE LOWER CORNER OF THE WINDSHIELD TO THE AFT BULKHEAD. THE WINDSHIELD SHALL BE TWO PIECE & FORWARD LEANING AT THE TOP. ALL WINDOWS SHALL BE LAMINATED SAFETY GLASS, MINIMUM .190" THICK. THE FORWARD SIDE WINDOWS SHALL SLIDE TO OPEN, WITH THE PORTION OPPOSITE THE HELMSMAN & NAVIGATOR BEING THE PORTION THAT OPENS. THERE SHALL BE SLIDING SIDE WINDOWS AFT OF THE HELM WINDOWS. THE AFT END OF THE CABIN SHALL BE ENCLOSED WITH A BULKHEAD & 22" WIDE SLIDING DOOR. THERE SHALL BE THREE WINDOWS IN THIS BULKHEAD INCLUDING THE WINDOW IN THE DOOR. THE PORT WINDOW SHALL SLIDE TO OPEN. THERE SHALL BE A .125" ALUMINUM HARDTOP WITH FULL LENGTH HANDRAILS PORT & STARBOARD. THE HARDTOP SHALL OVERHANG THE WINDSHIELD BY 12" & THE REAR BULKHEAD BY 15". THERE SHALL BE A TUBULAR ALUMINUM RADAR ARCH BOLTED TO THE HARDTOP. THE ARCH MUST BE REMOVABLE FOR SHIPPING OR SERVICING PURPOSES. THE ARCH SHALL HAVE THE NECESSARY MOUNTS AND BRACKETS FOR THE RADAR, LIGHTS, ANTENNAS, SIREN ETC. THERE SHALL BE A FULL LENGTH HAND RAIL ON THE INTERIOR OF THE HARDTOP OFFSET TO THE PORT SIDE.

DASH AREA:

THERE SHALL BE A PORT & STARBOARD 30" WIDE DASH ON EITHER SIDE OF THE ENTRANCE TO THE CUDDY. THE STARBOARD DASH SHALL BE DESIGNED TO ACCOMMODATE HELM, TWIN ENGINE CONTROLS, INSTRUMENTS & ACCESSORY SWITCHES. IF EXTRA ROOM IS REQUIRED FOR ACCESSORY SWITCHES THESE CAN BE ACCOMMODATED OVER THE STARBOARD WINDOW, IN REACH OF THE HELMSMAN. THE PORT DASH SHALL HAVE A WELDED GRAB RAIL & LARGE GLOVE BOX W/-LOCKING DOOR.

- ANCHOR LOCKER:** THERE SHALL BE AN ANCHOR LOCKER FORWARD WITH AN INTERIOR CLEAT FOR THE BITTER END OF THE RODE. THE LID SHALL BE SELF BAILING WITH AN ACCESS PORT FOR ANCHOR RODE AND CHAIN TO PASS THROUGH. THERE SHALL BE A WELDED ALUMINUM BOW PULPIT, LONG ENOUGH SO THAT THE ANCHOR, CHAIN ETC CAN NOT FOUL ON THE TUBE AS IT IS BEING PULLED. THE FORWARD END OF THE PULPIT SHALL HAVE A HEAVY DUTY ANCHOR ROLLER. THE PULPIT SHALL ACCOMMODATE THE DANFORTH ANCHOR READY FOR DEPLOYMENT.
- TOW BITT:** THERE SHALL BE A 5" SCHEDULE 80 ALUMINUM TOW BITT AFT. TOW BITT SHALL BE WELDED TO THE TRANSOM & TO THE AFT DIVE PLATFORM AT THE BOTTOM. THERE SHALL BE A CAP WELDED TO THE TOP OF THE BITT THAT IS LARGER DIAMETER THAN THE BITT ITSELF. THERE SHALL BE A SOLID ALUMINUM POST INSERTED & WELDED INTO THE BITT JUST BELOW THIS CAP. THERE SHALL BE FLAT BAR REINFORCING WELDED DOWN THE INSIDE OF THE TOW BITT. FINAL HEIGHT OF TOW BITT TO BE DETERMINED BY D.L.N.R. THERE SHALL BE A TOW ROPE REEL CAPABLE OF HOLDING 500' X $\frac{3}{4}$ " TOW ROPE BUILT INTO THE TOW BITT.
- CLEATS:** THERE SHALL BE 4EA 10" HEAVY DUTY WELDED ALUMINUM CLEATS PORT AND STARBOARD. THE CLEATS SHALL BE PLACED IN CONJUNCTION WITH THE CUSTOMER. THERE SHALL BE A 10" ANCHORING CLEAT IN THE BOW.
- TUBE ASSEMBLY:** THERE SHALL BE A 36' LONG, BLACK, 40 OUNCE PER SQUARE YARD POLYURETHANE TUBE ASSEMBLY. ALL SEAMS OF THE TUBE SHALL BE HOT WELDED & TAPED (GLUED SEAMS ARE UNACCEPTABLE). THE TUBE ASSEMBLY SHALL BE 28" DIAMETER & HAVE 7 SEPARATE COMPARTMENTS. EACH COMPARTMENT SHALL HAVE A FILL VALVE & PRESSURE RELIEF VALVE. THERE SHALL BE A 7" X $\frac{1}{2}$ " HEAVY DUTY FENDER STRIP LAMINATED TO THE TO THE OUTSIDE PERIMETER OF THE TUBE. BENEATH THIS FENDER STRIP, DOWN TO THE CONNECTION POINT, THERE SHALL BE A DOUBLE LAMINATION OF 40 OUNCE MATERIAL TO ACT AS A CHAFE STRIP. THE TUBE ATTACHMENT METHOD WILL BE BY A PRIMARY BOLT ROPE & A SECONDARY FLANGE, FOR TUBE STABILITY AROUND THE TOP OF THE TUBE. THE FEMALE SECTION OF THE BOLT ROPE FLANGE SHALL BE A HEAVY DUTY VINYL EXTRUSION TO AVOID INTERNAL CORROSION. THIS EXTRUSION SHALL ACCOMMODATE A MINIMUM OF A $\frac{3}{4}$ " BOLT ROPE & BE BOLTED W/-STAINLESS STEEL FASTENERS, EVERY 6", TO THE UPPER CHINE OF THE HULL. THE SECONDARY FLANGE SHALL BE LAMINATED TO THE TOP OF THE TUBE & SHALL BE ATTACHED TO THE OUTSIDE OF THE GUNWALE WITH STAINLESS STEEL FASTENERS & A ZOLATONE PAINTED ALUMINUM STRIP.

FUEL SYSTEM:

THERE SHALL BE A U.S.C.G. APPROVED, 300 GALLON CENTERLINE FUEL TANK PLACED FORWARD OF THE ENGINES, AT THE LONGITUDINAL CENTER OF GRAVITY. IT IS IMPORTANT THAT THE TANK IS PLACED SO THAT IT DOES NOT UNDULY AFFECT TRIM, WHETHER IT IS FULL OR EMPTY. THERE SHALL BE 2EA RACOR 500MA FUEL/WATER SEPARATORS, PLACED IN AN EASILY ACCESSIBLE POSITION IN THE ENGINE COMPARTMENT. THERE SHALL BE A FUEL SUPPLY FOR EACH ENGINE & THE TOYO STOVE & A FUEL RETURN LINE FITTING FOR EACH ENGINE. THE FILL SHALL BE 2" WITH A STAINLESS STEEL "FLIP TOP" FILL PORT IN THE STARBOARD GUNWALE. THE TANK SHALL HAVE A 5/8" VENT FITTING FORE & AFT. (TWO VENTS TOTAL).

CABIN INTERIOR:**THE FOLLOWING ITEMS SHALL BE INSTALLED IN THE CABIN:**

2-MARINER SUSPENSION HELM SEATS LOCATED ON STORAGE BOXES

THERE SHALL BE A SECURE STORAGE LOCKER CAPABLE OF STORING 4 LONG GUNS AND 8 HANDGUNS AND AMMUNITION

WINDSHIELD WASHER SYSTEM W-RESERVOIRS UNDER DASH

ALUMINUM FRAMED UTILITY/GALLEY CABINET STARBOARD SIDE AFT OF HELM SEAT. CABINET FINISHED W/-1/2" SOLID PLASTIC "MARINE TOUGH" MATERIAL.

THE CABINET SHALL HAVE A MINIMUM OF THREE DRAWERS & ONE STORAGE LOCKER W/-SIDE HINGED DOOR. THERE SHALL A STAINLESS STEEL SINK & FAUCET AS WELL AS THE TOYOSET STOVE IN THE TOP SURFACE.

THERE SHALL BE A DINETTE ON THE PORT SIDE, AFT OF THE NAVIGATOR'S SEAT, THAT ALSO CONVERTS TO A BERTH. THE BERTH SHALL BE A MINIMUM OF 6' LONG X 40" WIDE. THERE SHALL BE STORAGE UNDER THE DINETTE SEATS. THE BACKREST CUSHIONS SHALL BE SIZED SO THEY CAN BE USED FOR THE BERTH CONVERSION.

THERE SHALL BE A STAND-UP HEAD COMPARTMENT ON THE STARBOARD SIDE AFT OF THE GALLEY CABINET. THERE SHALL BE A WINDOW IN THE FORWARD BULKHEAD OF THIS COMPARTMENT, SO THE HELMSMAN CAN SEE AFT. THERE SHALL BE A PRIVACY CURTAIN & A DOOR FOR THE HEAD COMPARTMENT.

THERE SHALL BE A PAR MANUAL PUMP FLUSHING HEAD W/-A 10GALLON HOLDING TANK, MACERATOR PUMP OUT,"Y" VALVE & THRU-HULL FITTINGS W/-VALVES.

THERE SHALL BE A 30 GALLON FRESH WATER TANK MOUNTED UNDER THE CABIN SOLE, TO SUPPLY THE SINK & A 6-GALLON 110 VOLT/HEAT EXCHANGER HEATED, HOT WATER TANK. THERE SHALL BE A SHOWER IN THE HEAD COMPARTMENT W/-AUTOMATIC SUMP DRAIN.

THERE SHALL BE A CRUISE AIR OR SIMILAR AIR CONDITIONING SYSTEM LOCATED UNDER THE DINETTE OR CABIN SOLE. THIS SHALL BE POWERED BY A 5 KW CUMMINS/ONAN MARINE DIESEL GENERATOR, LOCATED FORWARD OF THE ENGINES & AFT OF THE FUEL TANK. THE GENERATOR ENCLOSURE CAN BE USED AS A STEP TO THE ENGINE HATCHES. THE 110 VOLT AC PANEL & MASTER AC SWITCH SHALL BE LOCATED AT THE FORWARD END OF THE CABIN. THERE SHALL BE TWO 110-VOLT OUTLETS IN THE CABIN, LOCATION TO BE DECIDED. THE 110 VAC SYSTEM SHALL BE CAPABLE OF CONNECTING TO COMMON SHOREPOWER WHEN VESSEL IS AT THE DOCK.

12 VDC ITEMS:

RED/WHITE DOME LIGHT IN CUDDY

TWO RED/WHITE DOME LIGHTS IN CABIN

U.S.C.G. APPROVED INTERNATIONAL WATERS NAVIGATION LIGHTS

DUAL WINDSHIELD WIPERS

2,000 G.P.H. BILGE PUMP WITH AUTOMATIC SWITCH

BENNETT 9" X 18" TRIM TABS W/-ROCKER SWITCHES AT DASH. TRIM TABS SHALL BE BOLTED TO BRACKETS THAT ARE WELDED TO THE HULL & THE STAINLESS STEEL HARDWARE SHALL NOT PENETRATE THE TRANSOM.

FOUR EACH GROUP 31 1000 C.C.A. MARINE BATTERIES W/-BOXES. THE BATTERIES WILL BE ARRANGED IN TWO BANKS, ONE FOR STARTING, and ONE FOR HOUSE WITH A BATTERY COMBINER.

TWO 250 C.F.M. BILGE BLOWERS W/-WELDED ALUMINUM LOUVERS & WATER BAFFLES, FOR ENGINE AIR.

12 VDC BREAKER PANEL LOCATED UNDER STARBOARD DASH & ACCESSIBLE FROM THE VEE BERTH. ALL CIRCUITS WILL BE LABELED AND THERE WILL BE 4 EXTRA CIRCUITS FOR FUTURE USE.

TWO 12 VOLT ADAPTERS, ONE IN PORT DASH & STARBOARD DASH.

ONE JABSCO 5" CHROME REMOTE CONTROL SEARCHLIGHT, MOUNTED ON FORWARD EDGE OF HARDTOP.

TWO AFT HALOGEN WORK DECK LIGHTS.

TWO ENGINE COMPARTMENT LIGHTS.

SIMPSON LAWRENCE HORIZON 600 ANCHOR WINDLASS MOUNTED ON PULPIT W/-FORWARD FOOT SWITCHES, RELAY & DASH ROCKER SWITCH.

WHELAN EDGE 48" BLUE LIGHT BAR W/-ALLEY & TAKEDOWN LIGHTS.

FEDERAL SIGNAL PA300 SIREN CONTROLLER W/-100 WATT SPEAKER.

INTERCOM SYSTEM: THERE WILL BE A WIRELESS INTERCOM SYSTEM FOR EACH BOAT CONSISTING OF THE FOLLOWING ITEMS:

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3-KENWOOD TK290K VHF 5 WATT HAND HELD RADIOS.

3-KENWOOD HS290 NOISE CANCELING HEADSETS FOR TK290K RADIOS.

NAVIGATION ELECTRONICS:

THE FOLLOWING ELECTRONIC ITEMS SHALL BE SUPPLIED. FINAL INSTALLATION AS PER CUSTOMER INSTRUCTIONS:

FURUNO 1833C 10'4" NAVNET RADAR W/-CHART PLOTTER OVERLAY/G.P.S. W/-ANTENNA & BBFF1 DEPTHSOUNDER W/-TRANSOM TRANSDUCER

AUTO HELM ST5000 PLUS AUTOPILOT
ICOM M59 V.H.F. RADIO W/-ANTENNA & RATCHET MOUNT
RITCHIE HF72 COMPASS

ACR GLOBAL FIX 406 EPIRB W/INTEGRAL GPS

MECHANICAL (HAWAII BOAT):

THERE SHALL BE TWO CUMMINS 6BTA 5.9LITER DIESEL ENGINES INSTALLED IN THE ENGINE COMPARTMENT. THESE ENGINES SHALL BE RATED AT 355 HORSEPOWER AT THE CRANKSHAFT SUITABLE FOR LIGHT DUTY COMMERCIAL USE. THE ENGINES WILL BE EQUIPPED WITH HUBER 925 1:1 MARINE TRANSMISSIONS TO ALLOW A TRUE NEUTRAL & TO ALLOW BACKFLUSHING OF THE JETDRIVES. THE TRANSMISSIONS SHALL BE COUPLED TO HAMILTON 274 10.6" JETDRIVES W/-POWER HYDRAULIC REVERSE. THE JETDRIVES WILL COME EQUIPPED WITH A FOOT ACTIVATED INTAKE RAKING DEVICE TO CLEAR DEBRIS FROM THE INTAKE SCREEN. THE ENGINE & JET PACKAGES WILL COME EQUIPPED WITH APPROPRIATE DRIVESHAFTS & ADAPTERS & BE FULLY OPERATIONAL UPON DELIVERY.

THERE WILL BE A MORSE MT3 DUAL LEVER/DUAL FUNCTION BINNACLE TYPE CONTROLLER INSTALLED AT THE HELM. THIS CONTROLLER WILL OPERATE THE ENGINE THROTTLE & THE SHIFT OF THE MARINE TRANSMISSIONS. THERE WILL ALSO BE A MORSE TWIN "S" DUAL LEVER/SINGLE FUNCTION CONTROLLER INSTALLED AT THE HELM. THIS CONTROL WILL OPERATE THE REVERSE BUCKETS OF THE HAMILTON JETDRIVES. APPROPRIATE CONTROL CABLES & CUMMINS WIRE HARNESSSES SHALL BE SUPPLIED.

THERE SHALL BE A HEAVY DUTY JASTRAM HYDRAULIC STEERING SYSTEM WITH A STAINLESS STEEL TIE BAR TO COUPLE THE JET DRIVES TOGETHER.

THERE SHALL BE TWO CUMMINS MARINE DIESEL INSTRUMENT PANELS CONTAINING THE FOLLOWING GAUGES: TACHOMETER, TEMPERATURE GAUGE, VOLTMETER, OIL PRESSURE GAUGE & HOURMETER. IN ADDITION THE FOLLOWING WARNING LIGHTS SHALL BE INSTALLED: LOW OIL PRESSURE, OVER TEMPERATURE, GLOW PLUG ACTIVATION & WATER IN FUEL SEPARATOR.

THERE SHALL BE TWO APPROPRIATELY SIZED RAW WATER STRAINERS FOR THE ENGINE RAW WATER SYSTEM WITH SHUTOFF VALVES.

PAINT:

THERE SHALL BE WHITE ZOLATONE W/-CLEARCOAT ON THE FOLLOWING SURFACES:

CABIN INTERIOR & EXTERIOR, OUTSIDE & INSIDE GUNWALES, REAR DECK (OTHER THAN NON-WALKING SURFACES), CUDDY CABIN TOP, OUTSIDE OF TRANSOM TO DIVE PLATFORM & DIVE PLATFORM PIPE FRAME.

NON-SKID, DURABAK OR EQUIVALENT: ALL WALKING SURFACES INCLUDING SIDE DECKS, FOREDECK, COCKPIT SOLE, ENGINE HATCHES, DIVE PLATFORM & INTERIOR CABIN SOLE.

BOTTOM PAINT:

HERE SHALL BE BLACK NO FOUL ANTI-FOULING BOTTOM PAINT APPLIED IN THE APPROVED MANNER WITH APPROPRIATE PRIMER & BARRIER COATS. BOTTOM PAINT SHALL BE APPLIED TO THE DRIVE UNITS AS WELL AS THE HULL. HULL TO BE SANDBLASTED PRIOR TO BOTTOM PAINT APPLICATION.

MISC. EQUIPMENT:

25 LB. DANFORTH ANCHOR WITH 30' X 5/16" CHAIN & 300' X 5/8" ANCHOR RODE

1 EACH SUNBRELLA TUBE COVER FITTED TO EXPOSED TOP SURFACE OF TUBE FROM TOP EDGE OF FENDER STRIP, UPWARDS TO THE GUNWALE. COVER SHALL BE SECURED BY

“D” RINGS & ROPE RINGS NOT MORE THAN 24” CENTERS. INSTALLED IN SUCH A WAY THAT THERE SHALL BE NO FLAPPING OR LOOSE SECTIONS OF THE COVER. COLOR TO BE DECIDED.

1 EACH SUNBRELLA AFT CABIN CANVAS/SUNSHADE, TO BE ATTACHED TO THE REAR OF THE HARDTOP & SUPPORTED BY HEAVY DUTY STAINLESS STEEL BOWS. REAR OF SUN TOP TO FINISH AT FORWARD END OF ENGINE COMPARTMENT, LEAVING SPACE FOR ACCESS UP ON TO THE ENGINE HATCHES.

CORROSION PROTECTION:

THERE SHALL BE TWO HULL ZINCS FASTENED TO BRACKETS ON THE TRANSOM. IN ADDITION THERE SHALL TWO EACH MERCATHODE IMPRESSED CURRENT SYSTEM DEVICES INSTALLED WITH THE DRIVES. STANDARD DRIVE ZINC ARE TO BE INCLUDED.

SOUNDPROOFING:

THERE SHALL BE DEX DAMP ANTI-VIBRATION MATERIAL APPLIED TO THE TRANSOM, ENGINE STRINGERS & WATERTIGHT BULKHEAD AT THE AFT END OF THE CABIN. THERE SHALL BE BARRIER 100 SOUNDPROOFING ADHERED TO THE ENGINE HATCHES & ADJACENT TO THE ENGINES ON THE BULWARKS.

TRAILER:

THERE SHALL BE A WELDED STEEL GALVANIZED CHANNEL FRAME TRAILER. TRAILER SHALL BE EQUIPPED WITH GALVANIZED STEEL BUNK BEDS. BUNK BEDS WILL BE COVERED WITH U.H.M.W. PLASTIC STRIPS. (NOT A ROLLER DESIGN) TRAILER SHALL BE TRIPLE AXLE WITH BRAKES ON ALL THREE AXLES. THERE SHALL BE FRESH WATER FLUSH KITS FOR EACH AXLE. TRAILER CAPACITY SHALL BE 18,000 LB.

WARRANTY:

LIFETIME WARRANTY ON HULL AND STRUCTURE. THREE YEAR WARRANTY ON INFLATABLE TUBES. MANUFACTURERS WARRANTY ON ENGINES AND ACCESSORIES.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.
State	=	All agencies, including schools, participating in this agreement.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

SCOPE

The furnishing, and delivering one (1) each aluminum rigid hull inflatable vessel and one (1) each trailer to the islands of Maui and Hawaii for the Department of Land and Natural Resources, Division of Conservation and Resource Enforcement shall be in accordance with these Special Provisions, the attached Specifications, and the GTC, included by reference. Copies of the GTC are available at the SPO, the Department of Accounting and General Services District Offices on Hawaii, Maui and Kauai, and under State Bid Notices on the Internet at <http://www2.state.hi.us/bidfiles/spogtgs.pdf>.

CONTRACT ADMINISTRATOR

For the purpose of this contract, Mr. David Gaud or designee, is designated Contract Administrator (CA). The telephone number at which he may be reached is (808) 587-0070, facsimile (808) 587-0080 or email at david.l.gaud@hawaii.gov.

OFFEROR'S AUTHORITY TO BID

The State will not participate in determinations regarding an offeror's authority to sell a product. If there is a question or doubt regarding an offeror's right or ability to obtain and sell a product, the offeror shall resolve that question prior to submitting a bid. If an offeror offers a product that meets the specifications, is acceptable and the price submitted is the lowest price offered, the contract will be awarded to that offeror.

FEDERAL FUNDS AS RECEIVED (100%)

It is understood and agreed to by all bidders that the contract resulting from this IFB shall be construed to be an agreement to pay the obligation under the contract only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay such obligation at all events out of any funds other than those which are received from the federal government.

BIDDER QUALIFICATION

In addition to meeting the legal and other requirements to this IFB, bidder must meet these bidder qualifications requirements to be considered for award.

1. Offeror shall have a repair/maintenance facility and a contact person on each island it submits a bid price for at the time of bid opening. Information of said facility shall be provided on the appropriate spaces provided on the offer form page.

If the Offeror does not have a repair/maintenance facility and a contact person on the island it submits a bid price for, offer shall have an authorized representative capable of performing maintenance services and warranty services as required on the specified island. The State reserves the right to inspect the Offeror's repair and service shop to determine acceptability under this requirement. Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.

2. **Responsibility of Offerors**. Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:
 1. Chapter 237, tax clearance;
 2. Chapter 383, unemployment insurance;
 3. Chapter 386, workers' compensation;
 4. Chapter 392, temporary disability insurance;
 5. Chapter 393, prepaid health care; and
 6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Bid Quotation. Unit bid price shall be the all-inclusive cost to the State (including all applicable taxes, delivery, installation and training costs) to provide the equipment specified.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the GET at the current 4% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

References. Offeror shall list on the appropriate Offer Form page at least three references for whom he has performed subject service and who can, if necessary, attest to offeror's performance.

PRE-APPROVAL SUBMISSION

All products offered require pre-approval by the State prior to bid opening date. It is not the State's intent to exclude or limit the products of any responsible manufacturer, if such products are comparable to the quality, performance and/or characteristics of the specified product(s). Therefore, any Offeror interested in offering an alternative brand and/or model number must submit their substitution request for consideration by the SPO in accordance with these Special Provisions.

For substitution consideration, interested bidders must submit, for evaluation, product specification literature and/or other pertinent specification information, listing modifications, if any, to Marc Yamamoto of the SPO, 1151 Punchbowl Street, Room 416, by **January 26, 2004**, 4:00 p.m., HST.

The written request shall be submitted in triplicate, together with three (3) sets of technical brochures, and shall be accompanied by three (3) copies of a statement of variances, if any.

The statement of variances must list all features of the proposed substitution which differ from the plans, specifications and/or products specified and must further certify that the substitute has no other variant features. The brochures shall be clearly marked showing the make, model,

size, options, etc. and must include sufficient evidence to enable the State to evaluate each feature listed as a variance. Should an unlisted variance be discovered upon review of the product literature, the penalty shall be an immediate rejection of the request for substitution.

Any product determined by the SPO, upon evaluation, to be an acceptable equal, will be listed on an addendum issued prior to the bid opening date. The State will be the sole judge as to the comparable quality and suitability of the product and its decision shall be final. If an Offeror offers a product without the State's preapproval, the product shall not be considered for award.

Samples. Prior to pre-qualifying a product, product samples or an inspection by the State of equipment installed locally may be requested. All equipment furnished and installed, if required, as a result of this bid solicitation may be fully equal to the samples submitted or to the products inspected and approved by the SPO as an equivalent substitute.

Sample products, product brochures and other information submitted shall become the property of the State and shall not be returned; however, the State, as its option, may return product samples.

Make, Model, and Other Information. Where indicated on the Offer Form pages, all bidders shall provide the exact Manufacturer's name, make and model number offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient ground for rejection of bid. If any of the called for elements of product information are missing from the bidder's proposal, the State will be unable to determine from the information given whether the product is acceptable or not.

No bidder shall be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Bidder is advised that although manufacturer brands and model numbers maybe listed as "acceptable", bidder must note the exact manufacturer's brand and model number offered for each item bid. Failure to do so shall be sufficient cause for rejection of bid.

SUBMISSION OF OFFER

Offers shall be received at the SPO, 1151 Punchbowl Street, Kalanimoku Building, Room 416, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the SPO time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 416. This may cause a delay in receipt by the SPO and the offer may reach the SPO after the deadline, resulting in automatic rejection.

AWARD OF CONTRACT

Method of Award. Award, if made, shall be on an individual item basis to the responsive, responsible offeror submitting the lowest total sum bid for an item.

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the SPO prior

to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the SPO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the SPO. However, the tax clearance certificate shall be submitted to the SPO.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://dlir.state.hi.us/Application%20for%20Certificate%20of%20Compliance.pdf>, or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the SPO.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the SPO. However, the certificate shall be submitted to the SPO.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *CERTIFICATE OF GOOD SPECIAL PROVISIONS* SP-5 IFB-04-049-MH

STANDING (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the SPO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, will be made within sixty (60) calendar days after the opening of Offerors, and the prices quoted by the Offeror shall remain firm for the sixty day period as provided for in the GTC.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror as specified in Section 3.3 of the GTC. **NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.**

NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.

QUALITY OF EQUIPMENT

New vessel and trailer furnished under this provision shall be of the best quality of its respective kind, and shall be completely assembled and free from defects which may render them unfit for use. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

Vessel and trailer furnished shall include and comply with all Federal, USCG, State and local safety ordinances.

The State may, at any time and by written order, stop delivery of any vessel or trailer not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$500,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

PERMITS, LICENSED, AND TAXES

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate the contract.

CERTIFICATES REQUIRED

- a. Notarized Certificate(s) of Bill of Sale for vessel(s).
- b. Notarized Certificate(s) of Bill of Sale for new trailer(s).

These certificates are essential for the proper registration and licensing of new vessel and trailer. Therefore, acceptance of and payment for the vessel delivered will not be made without submittal of necessary certificates. The agency shall be responsible for registering and licensing of this vessel.

DELIVERY

Contractor shall furnish and deliver the vessel(s) and trailer(s) specified herein no later than June 1, 2004 from the official start date on the Notice To Proceed. Vessels and trailers shall be delivered to the respective addresses listed on Offer Form, page OF-3, for the island of Maui and on Offer Form, page OF-5, for the island of Hawaii.

Prior to shipment, the contractor shall contact the appropriate agency to coordinate the delivery arrangements.

DELIVERY EXTENSION

Contractor shall complete delivery no later than June 1, 2004 from the official commencement date on the Notice to Proceed as noted in the DELIVERY provision. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply. However, Contractor will not be held responsible for delays due to reasons beyond his control, provided he submits written notification of such delays prior to the delivery deadline. This notification shall be submitted to the Procurement Officer and shall detail the reasons for the delays and shall include appropriate documentation. **No delivery extension will be considered without proper documentation.**

INVOICING

Contractor shall submit an original and three (3) copies of the invoice(s) to the respective addresses listed on Offer Form, page OF-3, for the island of Maui and on Offer Form, page OF-5, for the island of Hawaii.

Invoice(s) should reference both the contract number and the IFB number.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

WARRANTY

Equipment furnished shall be fully guaranteed by the Contractor against defects resulting from the use of defective or inferior materials or from neglect workmanship or against all design and manufacturing defects. Warranty period shall begin from the date equipment is accepted and placed in service and shall be for a minimum period of three (3) years on the inflatable tubes and a lifetime warranty of the hull and structure or for the period guaranteed by the manufacturer, whichever is longer. Warranty documents shall be delivered with the vessel and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the GTC. Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and GTC herein, in addition to the recourse stated in Section 6.11 and 6.17 of the GTC, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board between room 416 and room 420, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

ADDITIONS, AMENDMENTS AND CLARIFICATIONS TO THE GTC

Additions to the GTC:

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Correctional Industries (CI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in SPO requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any SPO contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Amendments to the GTC:

Subsection 2.1 Competency of Offeror. Paragraph one is rescinded and replaced with the following:

“Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.”

Subsection 2.5 Preparation of Offer. Paragraph four is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Subsection 3.1(B) Preference for Hawaii Products. GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved."

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Subsection 3.1(C) Printing Preference. GTC §3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation."

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

Clarifications to the GTC:

Subsection 2.8 Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services. Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

GTCs Not Applicable. Subsections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also subsections 2.10 and 2.13 that apply specifically to the IFB method of source selection are not applicable to RFPs.